

49 EMBREE STREET TARRYTOWN NY 10591 - SCOGNA - SFR- SS

EXCLUSIVE RIGHT TO SELL AGREEMENT

Form 1010

THIS AGREEMENT is effective 08/11/17 and confirms that Robert & Susan Scogna has appointed Keller Williams Realty Partners to act as Agent for the sale of property known as 49 Embree Street, Tarrytown, NY 10591.

In return for the Agent's agreement to use Agent's best efforts to sell the above property, the Owner(s) agree(s) to grant the Agent the exclusive right to sell this property under the following terms and conditions:

PERIOD OF AGREEMENT / AVAILABILITY

1. This agreement shall be effective from the above date and shall expire at midnight on 03/31/18.

The parties agree that the property will not become actively available for sale, showings, or for presentation of offers until _____.

PRICE AT WHICH PROPERTY WILL BE OFFERED AND AUTHORITY

2. The property will be offered for sale at a list price of \$ 800,000 and shall be sold, subject to negotiation, at such price and upon such terms to which Owner(s) may agree. The word Owner refers to each and ALL parties who have ownership interest in the property and the undersigned represent(s) they are the sole and exclusive owners and are fully authorized to enter into this agreement.

COMMISSION TO BE PAID TO AGENT

3. The Agent shall be entitled to and Owner shall pay to Agent one commission of 6% of the selling price. Both the Owner(s) and the Agent acknowledge that the above commission rate was not suggested nor influenced by anyone other than the parties to this Agreement. Owner(s) hereby authorizes Agent to make an offer of cooperation to any other licensed real estate broker with whom Agent wishes to cooperate. Any commission due for a sale brought about by a Sub-Agent or Broker's Agent (see Real Property Law Section 443 Agency Relationship Disclosure Statement for explanation) (another broker who is authorized by Agent to assist in the sale of Owner(s) property) or to an authorized Buyer(s) Agent shall be paid by the Agent from the commission received by the Agent pursuant to this Paragraph.

The commission offered by Agent to Sub-Agents shall be 2% of the gross selling price. The commission offered by Agent to Broker's Agents shall be 2% of the gross selling price. The commission offered by Agent to Buyer(s) Agents shall be 2% of the gross selling price. In the event that Owner(s) authorizes Agent to compensate a Buyer(s) Agent, Owner(s) acknowledges Owner(s)'s understanding that such Buyer's Agent is not representing Owner(s) and that the Buyer's Agent will be representing only the interests of the prospective purchaser.

OWNER(S) OBLIGATIONS AFTER THE EXPIRATION OF THIS AGREEMENT

4. Owner(s) understands and agrees to pay the commission referred to in paragraph 3, if (a) the property is sold or transferred, or (b) is the subject of a written contract of sale, or (c) if the Owner(s) reach a verbal agreement with a buyer regarding the material terms of the sale, either during the period of this Agreement, or within 4 (four) months after the expiration date of this Agreement involving a person, directly or indirectly, with whom the Agent or a Cooperating Broker or the Owner(s) negotiated or to whom the property is offered, quoted or shown during the period of this listing Agreement. Owner(s) will not, however, be obligated to pay such commission if Owner(s) enters into a valid Exclusive Listing Agreement with another New York State licensed real estate broker after the expiration of this Agreement.

WHO MAY NEGOTIATE FOR OWNER(S)

5. Owner(s) agree(s) to direct all inquiries to the Agent. Owner(s) elect(s) to have all offers submitted through Agent X or Cooperating Agent _____.

SUBMISSION OF LISTING TO MULTIPLE LISTING SERVICE

6. Both Owner(s) and Agent agree that the Agent immediately is to submit this listing agreement to the Hudson Gateway Multiple Listing Service, Inc. ("HGMLS"), for dissemination to its Participants. No provision of this agreement is intended to nor shall be understood to establish or imply any contractual relationship between the Owner(s) and HGMLS nor has HGMLS in any way participated in any of the terms of this agreement, including the commission to be paid. Owner(s) acknowledge(s) that the Agent's ability to submit this listing to HGMLS or to maintain such listing amongst those included in any compilation of listing information made available by HGMLS, is subject to Agent's continued status as a Participant in good standing of HGMLS.

Data including photographs and sketches relating to Owner's property will be aggregated with that of other properties listed by Participants of HGMLS, and will become the copyrighted data of HGMLS. Owner and Listing Agent hereby assign to HGMLS all rights of ownership and copyright to such data, for dissemination to its Participants and others as HGMLS may elect pursuant to its copyrights.

FAIR HOUSING

7. Agent and Owner agree to comply fully with local, state and federal fair housing laws against discrimination on the basis of race, color, religion, sex, national origin, handicap, age, marital status and/or familial status, children or other prohibited factors.

AUTHORIZATION FOR "FOR SALE" SIGN AND OTHER SERVICES

8. Agent ☒ is ☐ is not) authorized to place a "For Sale" sign on the property. Owner acknowledges that Agent has fully explained to Owner(s) the services and marketing activities which Agent has agreed to provide.

PRICE ADJUSTMENTS

9. Each listing price adjustment whether noted here or otherwise shall extend the term of this listing agreement by 30 days for each adjustment. The listing period shall also be extended for the time with which the property is under contract should the transaction not close or by the total time the property is withdrawn from the market or the Multiple Listing Service.

REQUIREMENTS FOR PUBLICATION IN HGMLS COMPILATION

10. This listing agreement is not acceptable for publication by HGMLS unless and until the Owner(s) has duly signed this agreement and an acknowledgment reflecting receipt of the definitions of "Exclusive Right to Sell" and "Exclusive Agency" required by the New York State Department of State - Division of Licensing Services. The Authorization by Owner to publish this listing in the HGMLS compilation also includes the right of Agent to advertise the listing information, in any medium or media including electronic formats and including but not limited to, the Internet.

X RJS SWS Owner Initial

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LOCKBOX AUTHORIZATION

11. Agent ☒ (is) hereby authorized to use a lockbox ☐ (is not) authorized to use a lockbox. Owner understands that neither Agent, any cooperating agent, W-PMLS or any Board of Realtors, shall be responsible for any theft, loss or damages attributed to the use of a lockbox.

COMMISSION PAYMENT

12. [a] Escrow. If, for any reason, Agent is not paid the compensation set forth herein on the due date, Owner shall establish an escrow account with a party mutually agreeable to Agent and Owner or a title insurance agent or company, and shall place into said escrow account an amount equal to the compensation set forth herein. The escrow monies shall be paid by Owner to said escrow agent and shall be held in escrow until the parties' rights to the escrow monies have been determined (i) by the written agreement of the parties; (ii) pursuant to an arbitration award; (iii) by order of a court of competent jurisdiction; or (iv) some other process to which the parties agree to in writing.

[b] Attorneys Fees. In any action, proceeding or arbitration to enforce any provision of this Agreement, or for damages caused by default, the prevailing party shall be entitled to reasonable attorney's fees, costs and related expenses, such as expert witness fees and fees paid to investigators. In the event Agent hires an attorney to enforce the collection of any brokerage commission due hereunder and is successful in collecting all or any portion thereof with or without commencing a legal action or proceeding, Owner agrees to pay the reasonable attorney's fees, costs and related expenses incurred by Agent.

TERMINATION

13. Owner(s) understands that if Owner(s) terminates the Agent's authority prior to the expiration of its term, Agent shall retain its contract rights (including but not limited to recovery of its commission, advertising expenses and/or any other damages) incurred by reason of an early termination of this agreement.

ADDITIONAL POINTS

14. Additional Points of Agreement, if any:

ALL MODIFICATIONS TO BE MADE IN WRITING

15. Owner(s) and Agent agree that no change, amendment, modification or termination of this agreement shall be binding on any party unless the same shall be in writing and signed by the parties.

HOME EQUITY THEFT PREVENTION ACT

16. Owner acknowledges that Owner is aware of the Home Equity Theft Prevention Act and particularly the provisions of Section 265 of the Real Property Law of the State of New York. In order to ensure compliance with same, Owner warrants and represents to Agent that:

- (a) Owner is not in default of any mortgage affecting real property by reason of there being payments due and unpaid on any mortgage for two (2) months or more;
- (b) there are no actions pending against the real property to foreclose a mortgage; and
- (c) the property which is the subject of this listing is not shown as an active property on a tax lien sale list and all real estate taxes have been paid through the next lien date.

In the event that the above circumstances change after the execution of this listing agreement, Owner hereby covenants and agrees that Owner will communicate with Agent regarding any of the matters referred to above in subparagraph (a), (b) or (c) and to keep Agent fully apprised of same.

x Robert Lopez 8/14/17
(OWNER) (DATE)

x [Signature] 8/14/17
(OWNER) (DATE)

Keller Williams Realty Partners 914-962-0007

By: [Signature]
(Authorized Representative) (DATE)

Owner's Mailing Address: 49 Embree Street
Tarrytown, NY 10591

Agent's Address: 410 Old Post, Bedford, NY 10506

Owner's Telephone: (914) 414-9312

Agent's Telephone: 914-234-4444

DEFINITIONS

In accordance with the requirements of the New York State Department of State the undersigned Owner(s) does (do) hereby acknowledge receipt of the following:

1. Explanation of "Exclusive Right to Sell" listing;
2. Explanation of "Exclusive Agency" listing;

EXPLANATION OF EXCLUSIVE RIGHT TO SELL: (As worded verbatim by the Department of State)

An "exclusive right to sell" listing means that if you, the owner of the property find a buyer for your house, or if another broker finds a buyer, you must pay the agreed commission to the present broker.

EXPLANATION OF EXCLUSIVE AGENCY: (As worded verbatim by the Department of State)

An "exclusive agency" listing means that if you, the owner of the property find a buyer, you will not have to pay a commission to the broker. However, if another broker finds a buyer, you will owe a commission to both the selling broker and your present broker.

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**Disclosure of Information on Lead-Based
Paint and/or Lead-Based Paint Hazards**

Form 1030

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (Initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

_____ Purchaser has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (Initial)

(f) MD Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Robert Scogna
Seller Robert Scogna

8/14/17
Date

Purchaser

Date

Susan Scogna
Seller Susan Scogna

8/14/17
Date

Purchaser

Date

Paul Bayl
Seller's Agent

Date

Purchaser's Agent

Date

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**SELLER'S OBLIGATIONS
UNDER REAL PROPERTY CONDITION DISCLOSURE LAW
[REAL PROPERTY LAW § 462(2)]**

Form 1040

As the Seller of residential real property, you are required by law to complete and sign a Property Condition Disclosure Statement as prescribed by Real Property Law §462(2) and cause it, or a copy thereof, to be delivered to a buyer or buyer's agent prior to the signing by the buyer of a binding contract of sale. A copy of the Property Condition Disclosure Statement containing the signature of both the buyer and the seller must be attached to the real estate purchase contract. If you acquire knowledge which renders materially inaccurate a Property Condition Disclosure Statement previously provided, you must deliver a revised Property Condition Disclosure Statement to the buyer as soon as practicable. In no event, however, will you be required to provide a revised Property Condition Disclosure Statement after the transfer of title from you to the buyer or after the buyer has commenced occupancy of the property. If you fail to deliver a Property Condition Disclosure Statement to the buyer prior to the buyer signing a binding contract of sale, the buyer will be entitled to a credit in the amount of \$500.00 against the purchase price of the property upon the transfer of title.

The undersigned Seller(s) acknowledge(s) that the broker named below has advised him/her/them of the foregoing obligations of Seller(s) and that I (we) have read this form.

Robert Scogna Seller
Robert Scogna

Date: 8/14/17

Susan Scogna Seller
Susan Scogna

Date: 8/14/17

Mark Boyland
Name of Salesperson

Keller Williams Realty Partners
Name of Salesperson's Firm

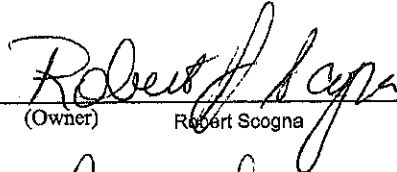
49 EMBREE STREET TARRYTOWN NY 10591 - SCOGNA - SFR- SS

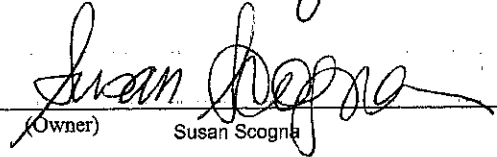
"THE FAIR HOUSING ACT"

The Civil Rights Act of 1968 known as the Federal Fair Housing Law makes illegal any discrimination based on race, color, religion, sex or national origin in connection with the sale or rental of housing. The 1988 amendment to this Act (The Fair Housing Amendments Act of 1988) expands the coverage of this law to handicapped persons and families with children. Agent and Owner agree to comply fully with State and local statutes and Federal Fair Housing laws.

Article 10 of the REALTOR Code of Ethics states:

"REALTORS shall not deny equal professional services to any person for reasons of race, color, religion, sex, handicap, familial status, or national origin. REALTORS shall not be parties to any plan or agreement to discriminate against a person or persons on the basis of race, color, religion, sex, handicap, familial status, or national origin."

x 
(Owner) Robert Scogna

x 
(Owner) Susan Scogna

Form 1070



Keller Williams Realty Partners (herein referred to as KWRP) is a real estate broker duly licensed by the State of New York with its principal office at 2 Old Tomahawk Street, Yorktown Heights, NY 10598.

We wish to disclose to you, the Purchasers and/or Sellers, that there exists a close affiliation between Keller Williams Realty Partners, Westchester Referral Realty Associates, Akela Holdings, LLC and Residential Home Funding, Corp., and Greenway Mortgage Funding Corp. These companies provide services sometimes needed or desired by Purchasers and Sellers. Other companies also offer these services as well. No fees of any type are paid to Keller Williams Realty Partners in connection with mortgage origination.

Disclosure of the relationship between Keller Williams Realty Partners, Westchester Realty Associates, Akela Holdings, LLC and Residential Home Funding, Corp. and Greenway Mortgage Funding Corp., is required pursuant to Section 2607 of the Real Estate Settlement Procedures Act of 1974 as amended (RESPA).

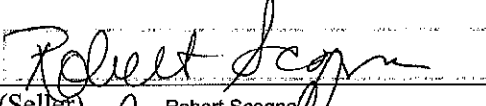
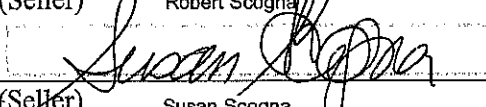
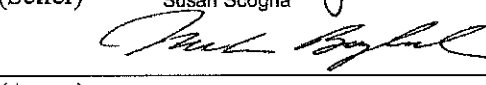
You the Purchasers and Sellers should determine to your own satisfaction those services you need or desire and which company can best provide these services. It is agreed and understood that customers or clients of KWRP may be contacted by a representative of KWRP and/or any of the above mentioned companies concerning this or future real estate matters at the phone number or e-mail address provided to the agent.

As real estate brokers, we are not advisors on legal, engineering, surveying, water quantity or quality, the existence of insect infestation, structural condition, or other technical matters. We will be pleased to provide you with information on how to engage such other professions as you may determine in your transaction. Our goal is to arrange a meeting of the minds between the Purchasers and Sellers and to make the transaction as easy as possible. We will be happy to answer any questions regarding our role as real estate brokers.

(Purchaser)

(Purchaser)

(Agent)


(Seller) Robert Scogna

(Seller) Susan Scogna

(Agent)

Form 1090

Permission to Copy Town Documents

I give permission for **Keller Williams Realty Partners** and their associates to review and copy any and all property documents or records, which pertains to my real property.

Robert Scogna 8/14/17
Owner Robert Scogna Date

Susan N. Scogna 8/14/17
Owner Susan Scogna Date

Please provide this form to On-Site Listing Coordinator

Form 1060

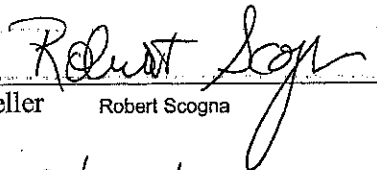
I/we read and signed the "Seller's Obligations Under Real
Property Condition Disclosure Law [Real Property Law §462(2)]
Acknowledgement and I/we understand it fully.

I elect: ☐ To fill out and provide the Property Conditions
Disclosure Statement for the buyer of the
property.

☐ **NOT** to fill out and provide the Property
Conditions Disclosure Statement to the buyer.
Instead I/we will provide to the buyer a credit in
the amount of \$500.00 against the purchase
price of the property upon the transfer of title

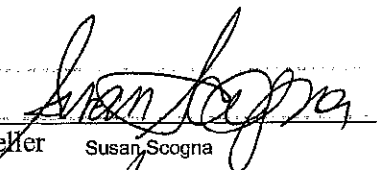
I am exempt: ☐ A Property Conditions Disclosure Statement
shall not be required for this transfer of
residential real property based on the following:

Exemption #: ____ (See back of this form for detailed list)



Seller Robert Scogna
8/14/17

Date



Seller Susan Scogna
8/14/17

Date



New York State
DEPARTMENT OF STATE
Division of Licensing Services
P.O. Box 22001
Albany, NY 12201-2001

Form 1020

Customer Service: (518) 474-4429
www.dos.state.ny.us

New York State Disclosure Form for Buyer and Seller

THIS IS NOT A CONTRACT

New York State law requires real estate licensees who are acting as agents of buyers or sellers of property to advise the potential buyers or sellers with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.

Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.

If you need legal, tax or other advice, consult with a professional in that field.

Disclosure Regarding Real Estate Agency Relationships

Seller's Agent

A seller's agent is an agent who is engaged by a seller to represent the seller's interests. The seller's agent does this by securing a buyer for the seller's home at a price and on terms acceptable to the seller. A seller's agent has, without limitation, the following fiduciary duties to the seller: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A seller's agent does not represent the interests of the buyer. The obligations of a seller's agent are also subject to any specific provisions set forth in an agreement between the agent and the seller. In dealings with the buyer, a seller's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

Buyer's Agent

A buyer's agent is an agent who is engaged by a buyer to represent the buyer's interests. The buyer's agent does this by negotiating the purchase of a home at a price and

on terms acceptable to the buyer. A buyer's agent has, without limitation, the following fiduciary duties to the buyer: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A buyer's agent does not represent the interest of the seller. The obligations of a buyer's agent are also subject to any specific provisions set forth in an agreement between the agent and the buyer. In dealings with the seller, a buyer's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the buyer's ability and/or willingness to perform a contract to acquire seller's property that are not inconsistent with the agent's fiduciary duties to the buyer.

Broker's Agents

A broker's agent is an agent that cooperates or is engaged by a listing agent or a buyer's agent (but does not work for the same firm as the listing agent or buyer's agent) to assist the listing agent or buyer's agent in locating a property to sell or buy, respectively, for the listing agent's seller or the buyer agent's buyer. The broker's agent does not have a direct relationship with the buyer or seller and the buyer or seller can not provide instructions or direction directly to the broker's agent. The buyer and the seller therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or buyer's agent do provide direction and instruction to the broker's agent and therefore the listing agent or buyer's agent will have liability for the acts of the broker's agent.

Dual Agent

A real estate broker may represent both the buyer and seller if both the buyer and seller give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the buyer and seller. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to

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both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency by indicating the same on this form.

Dual Agent with Designated Sales Agents

If the buyer and seller provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller to negotiate the purchase and sale of real estate. A sales agent works under the supervision

of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by Mark Boyland (print name of licensee) of Keller Williams Realty Partners
(print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the:

☐ Seller as a (check relationship below)

☒ Seller's agent

☐ Broker's agent

☐ Buyer as a (check relationship below)

☐ Buyer's agent

☐ Broker's agent

☐ Dual agent

☐ Dual agent with designated sales agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

☒ Advance informed consent dual agency

☐ Advance informed consent to dual agency with designated sales agents

If dual agent with designated sales agents is indicated above: _____ is appointed to represent the buyer; and Mark Boyland is appointed to represent the seller in this transaction.

(I) (We) Robert & Susan Scogna acknowledge receipt of a copy of this disclosure

form: signature of ☐ Buyer(s) and/or ☒ Seller(s):

Robert Scogna
Robert Scogna

Susan Scogna
Susan Scogna

Date: 8/14/17

Date: 8/14/17